

1 a. extract 12,000 gallons per minute ("gpm") of groundwater
2 from the Burbank Operable Unit Site;

3 b. treat the extracted groundwater to a level that does not
4 exceed drinking water standards promulgated on or before January
5 31, 1991 and still in effect at the time of the extraction, ex-
6 cept the MCL for nitrate;

7 c. deliver 9,000 gpm of the treated water to the Point of
8 Delivery;

9 d. reinject into the San Fernando Valley Groundwater Basin
10 the treated water which is not accepted by the City at the Point
11 of Delivery or discharged in compliance with Subpart F of this
12 Section, up to the capacity limits established pursuant to the
13 Statement of Work;

14 e. discharge any treated groundwater allowed to be dis-
15 charged pursuant to Subpart F of this Section;

16 f. perform monitoring necessary to design, construct,
17 operate and maintain the facilities described in Subparts A.1.a
18 through A.1.e of this Section; and

19 g. monitor the effectiveness of the foregoing facilities in
20 achieving the extraction, treatment and reinjection standards es-
21 tablished by Subparts F and G of this Section.

22 2. The operation and maintenance of the facilities
23 described in Subpart A.1 for the time periods specified in Sub-
24 part E.

25 3. The design and construction of all facilities necessary
26 to:

1 a. accept 9,000 gpm of treated groundwater at the Point of
2 Delivery;

3 b. disinfect such treated groundwater;

4 c. transport the disinfected groundwater to the Valley
5 Forebay Facility and from there to the Point of Interconnection;

6 d. perform monitoring necessary to design, construct,
7 operate and maintain the facilities described in Subparts A.3.a
8 through A.3.c; and

9 e. monitor the effectiveness of the foregoing facilities in
10 achieving the disinfection standards established by Subpart G of
11 this Section.

12 4. The operation and maintenance of the facilities
13 described in Subpart A.3 for the time periods specified in Sub-
14 part E.

15 5. The operation and routine maintenance (as described in
16 the Statement of Work) of the facilities constructed pursuant to
17 Subpart B.1 of this Section for the periods specified in Subpart
18 E.

19 B. The Work does not include, and Settling Defendants have
20 not agreed to perform, the following tasks:

21 1. The design and construction of all facilities necessary
22 to:

23 a. receive 9,000 gpm of disinfected groundwater at the
24 Point of Interconnection;

25 b. blend such disinfected groundwater with MWD supplied
26 water ("blending water") to achieve a combined water supply in
27 the amount of 18,000 gpm ("blended water");

1 c. transport the disinfected groundwater from the Point of
2 Interconnection to the blending facilities;

3 d. transport 9,000 gpm of blending water from its MWD
4 source to the blending facilities;

5 e. transport 18,000 gpm of blended water from the blending
6 facilities to the Point of Water System Introduction;

7 f. perform monitoring necessary to design, construct,
8 operate and maintain the facilities described in Subparts B.1.a
9 through B.1.e; and

10 g. monitor the effectiveness of the foregoing facilities in
11 achieving the blending standards established by Subpart H.1 of
12 this Section.

13 2. The performance of any non-routine maintenance with
14 respect to the facilities described in Subpart B.1 for the time
15 period during which the Work is being performed.

16 C.1. Appendix E to this Decree, which is hereby incor-
17 porated into this Decree by reference, consists of three
18 schematics which set out in general the relationship between:

19 a. Some of the facilities to be designed, constructed,
20 operated and maintained by each Settling Work Defendant pursuant
21 to this Decree, and

22 b. Some of the facilities described in Subpart B of this
23 Section.

24 2. In the case of any discrepancy between Appendix E and
25 the Work as described in the rest of this Section or the tasks
26 described in Subpart B of this Section, the wording of this Sec-
27 tion shall prevail over Appendix E.

1 D.1. The City of Burbank shall be solely responsible for
2 performing all of the Work required by Subparts A.3, A.4 and A.5
3 of this Section, subject to reimbursement by Lockheed (in an
4 amount not to exceed \$200,000) as provided in Section XII
5 (Financial Assurance and Trust Accounts); and Lockheed shall be
6 solely responsible for performing all other Work required by this
7 Decree.

8 2. Lockheed and the City agree to coordinate performance of
9 their respective portions of the Work with each other to ac-
10 complish the timely and satisfactory completion of all of the
11 Work.

12 3. EPA presently intends to seek to have the tasks
13 described in Subpart B of this Section performed through enforce-
14 ment actions or judicial settlements with potentially responsible
15 parties ("PRPs"). These PRPs may consist of or include the Set-
16 tling Defendants, pursuant to the reservation of EPA's enforce-
17 ment authority in Subparts C and/or D of Section XVII
18 (Reservation and Waiver of Rights), except insofar as EPA has
19 agreed pursuant to Subpart D.2 of that Section not to pursue
20 Weber or the City. If (a) person(s) other than the Settling
21 Defendants perform(s) any of the tasks described in Subpart B,
22 Lockheed and the City agree to coordinate performance of their
23 respective portions of the Work with any tasks being performed by
24 any other person(s) to accomplish the timely and satisfactory
25 completion of the Work and the tasks described in Subpart B of
26 this Section. Nothing in this Section shall preclude the United
27 States from instituting proceedings in this action or in a new

1 action or issuing an order, pursuant to the reservations in Sub-
2 parts C and/or D of Section XVII (Reservation and Waiver of
3 Rights), seeking to compel Lockheed to perform the tasks
4 described in Subpart B of this Section.

5 E. The Work shall be implemented, subject to EPA oversight
6 and approval, pursuant to the schedule contained in and in accor-
7 dance with the requirements of this Decree, the Statement of Work
8 attached hereto as Appendix D and any schedule approved pursuant
9 to these documents, which provides for the Work and the tasks
10 described in Subpart B of this Section to be performed in the
11 following phases:

12 1. During phase one, all facilities necessary to extract,
13 treat and deliver 6,000 gpm of treated and disinfected
14 groundwater to the blending facilities, 9,000 gpm of blending
15 water to the blending facilities, and 18,000 gpm of blended water
16 to the Point of Water System Introduction, to accept and blend
17 the treated water and to monitor performance of the foregoing
18 facilities shall be designed and constructed. These facilities
19 shall be operated and maintained from the System Operation Date
20 for phase one until the System Operation Date for phase two, ex-
21 cept insofar as the Statement of Work permits otherwise.

22 2. During phase two, all facilities necessary to extract,
23 treat and deliver an additional 3,000 gpm of treated and disin-
24 fected groundwater to the blending facilities, to reinject
25 treated groundwater which is not accepted by the City (such rein-
26 jection capacity to consist of 5,500 gpm, unless EPA decides that
27 more reinjection capacity is needed, pursuant to the provisions

1 in the Statement of Work) and to monitor performance of the new
2 facilities, shall be designed and constructed. These facilities,
3 and the facilities from phase one, shall be operated and main-
4 tained from the System Operation Date for phase two until the
5 System Operation Date for phase three, except insofar as the
6 Statement of Work permits otherwise.

7 3. During phase three, all facilities necessary to extract,
8 treat and reinject an additional 3,000 gpm of treated groundwater
9 and to monitor performance of the new facilities, shall be
10 designed and constructed. If EPA has determined, pursuant to the
11 provisions of the Statement of Work, that more than an additional
12 3,000 gpm of reinjection facilities are needed, such facilities
13 shall also be constructed during phase three. All phase three
14 facilities, and the facilities from phases one and two, shall be
15 operated and maintained for a period of two years from the System
16 Operation Date for phase three, except insofar as the Statement
17 of Work permits otherwise; provided, however, that (1) if there
18 is a suspension of the operation of the extraction and treatment
19 system (including but not limited to any allowed by the Statement
20 of Work), the time period of such suspension shall not be in-
21 cluded in computing the two-year period during which all of the
22 phase one, two and three facilities must be operated and (2) if
23 the extraction, treatment and/or reinjection facilities are
24 operating but are not meeting the standards required by Subpart G
25 for such activities, the period of operation during which such
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27

standards are not met shall not be included in computing the two-year period during which all of the phase one, two and three facilities must be operated.

F. This Subpart contains nonsignificant modifications to the remedy selected in the ROD and ESD. Settling Work Defendants agree to comply with the requirements of this Subpart in implementing the remedy, and also agree that these requirements constitute part of the Work.

1. Lockheed may discharge extracted water to any offsite conveyance(s) leading to a Publicly Owned Treatment Works ("POTW") or to any offsite conveyance(s) leading to any water(s) of the United States for a period of up to thirty (30) (not necessarily consecutive) days between the System Operation Date for any phase and sixty days after that System Operation Date, provided that the following requirements are met:

a. All substantive and procedural requirements applicable to such discharge at the time of such discharge shall be met, including any limits on the quantity of water to be discharged;

b. The total combined amount of any discharge(s) of extracted water to any offsite conveyance(s) leading to any POTW(s) at any time shall not exceed 6,000 gpm; and

c. The total combined amount of extracted water discharged to any offsite conveyance(s) leading to any POTW(s) and to any offsite conveyance(s) leading to any water(s) of the United States at any time shall not exceed 12,000 gpm.

1 2. Lockheed may discharge extracted water to any offsite
2 conveyance(s) leading to any Publicly Owned Treatment Works
3 ("POTW") or to any offsite conveyance(s) leading to any water(s)
4 of the United States for a period of up to five (not necessarily
5 consecutive) days during any month other than the sixty days fol-
6 lowing each phase's System Operation Date, if the water is not
7 accepted by the City and cannot be reinjected, provided that the
8 requirements of Subparts F.1.a through F.1.c of this Section are
9 met for such discharge. Nothing in this Subpart shall excuse
10 Lockheed from stipulated penalties for failure to comply with any
11 other requirements of this Decree, including but not limited to
12 the requirement to construct reinjection capacity as required by
13 this Decree.

14 3. Lockheed may discharge development and purge water from
15 wells to any offsite conveyance(s) leading to a Publicly Owned
16 Treatment Works ("POTW") or to any offsite conveyance(s) leading
17 to any water(s) of the United States, provided that any such dis-
18 charge is in compliance with all substantive and procedural re-
19 quirements applicable to such discharge at the time of such dis-
20 charge. Water discharged pursuant to this Subpart F.3 shall not
21 be included in the limits on the amount of water allowed to be
22 discharged pursuant to Subparts F.1.b, F.1.c and F.2 of this Sec-
23 tion.

24 4. Any water containing hazardous constituents and stored
25 onsite for more than ninety days shall be handled as a hazardous
26 waste onsite. Such storage shall be accomplished in compliance
27 with the substantive requirements of 40 C.F.R. Part 264, Subparts

I and J, and 22 California Code of Regulations, Chapter 30, Article 24 ("Use and Management of Containers") and Article 25 ("Tank Systems"). These requirements are applicable or relevant and appropriate requirements for the Remedial Action Work.

5. With respect to requirements for the operation of the groundwater Treatment Plant's VOC-stripper (i.e., air stripper with vapor phase granulated activated carbon absorption units and/or steam stripper), South Coast Air Quality Management District ("SCAQMD") Rule 1167 was rescinded in December of 1988 and Settling Work Defendants are not required to comply with this Rule despite any other language in this Decree. Furthermore, some of the regulations cited in the ROD have been changed by the SCAQMD. The only requirements of the SCAQMD that Lockheed is required to comply with in performing Work onsite are the substantive requirements of the following applicable or relevant and appropriate requirements for the groundwater Treatment Plant (i.e., air stripper with vapor phase granulated activated carbon ("GAC") absorption units and/or steam stripper):

a. SCAQMD Regulation XIII, as amended through June 28, 1990; and

b. SCAQMD Rule 1401, as adopted on June 1, 1990.

G. The Work to be performed shall, at a minimum, achieve the following standards during system operation:

1. All groundwater to be extracted shall be treated by Lockheed to a level that does not exceed drinking water standards (other than the MCL for nitrate), including secondary drinking

1 water standards, in effect at the time of the extraction,
2 provided that such standards were promulgated by EPA or the State
3 on or before January 31, 1991. These drinking water
4 standards include, but are not limited to, the following chemi-
5 cals and MCLs:

6 Chemical

MCL

7 PCE

5.0 micrograms/liter

8 TCE

5.0 micrograms/liter

9 2. All extracted groundwater reinjected by Lockheed shall
10 meet the following requirements:

11 a. Compliance with RCRA Section 3020;

12 b. All drinking water standards (other than the MCL for
13 nitrate) in effect at the time of such reinjection,
14 provided such standards were promulgated by EPA or the
15 State on or before January 31, 1991; and

16 c. Nitrate levels that comply with the Los Angeles River
17 Basin Plan, including the State Water Resources Control
18 Board Resolution No. 68-16, "Statement of Policy with
19 Respect to Maintaining High Quality of Waters in
20 California." See Los Angeles River Basin Plan 4B,
21 Chapter 4, Pages I-4-2 to I-4-3.

22 3. All treated groundwater that is accepted at the Point of
23 Delivery shall be disinfected and then blended by the City to
24 meet all legal requirements for introduction of the blended water
25 into the City's water supply system, including, but not limited
26 to, the MCL for nitrate.

1 4. In order to prevent any reduction in the overflow eleva-
2 tion (high water level) of the Valley Forebay Facility, Lockheed
3 shall provide treated groundwater at pressure sufficient to
4 enable its physical movement from the Point of Delivery to the
5 Valley Forebay Facility.

6 5. In extracting groundwater in the amounts required by
7 this Decree, Lockheed shall extract from the most VOC-
8 contaminated zones of the aquifer.

9 6. Lockheed shall design, construct, operate and maintain
10 the facilities it is required to design, construct, operate and
11 maintain in such a way as to ensure that delivery of water to the
12 Point of Delivery that does not meet the drinking water standards
13 promulgated and in effect on the date of delivery (other than the
14 MCL for nitrate), regardless of when any such standards were
15 promulgated, shall result in the immediate, and, in all cases
16 where possible, automatic shut-down of the groundwater Treatment
17 Plant and water delivery system. Such a shut-down shall not, in
18 and of itself, release Lockheed from any other requirement of
19 this Decree and specifically shall not, in and of itself, affect
20 the requirement that Lockheed pay stipulated penalties for
21 failure to deliver water to the Point of Delivery in the amounts
22 and of the quality required by this Decree.

23 H.1. The City shall accept all treated groundwater provided
24 by Lockheed at the Point of Delivery which satisfies the treat-
25 ment standards established by Subpart G of this Section up to an
26 amount which, when blended with the blending water, will meet the
27 City's Monthly Average Minimum Day Water Demand (as defined in

1 the Statement of Work) without resulting in a nitrate concentra-
2 tion in the blended water that exceeds the promulgated MCL for
3 nitrate in effect at that time; provided however that, in order
4 to maximize the City's use of treated groundwater while providing
5 a margin of safety in achieving compliance with the MCL for
6 nitrate, the City shall be deemed to be in compliance with this
7 Subpart if it:

8 a. Maximizes the use of blended water to meet the City's
9 Monthly Average Minimum Day Water Demand and the level of nitrate
10 in the blended water is between sixty-seven percent (67%) and
11 eighty-nine percent (89%) of the promulgated MCL for nitrate that
12 is in effect at the time of the blending at all times when the
13 nitrate level in the treated groundwater supplied by Lockheed ex-
14 ceeds sixty-seven percent (67%) of the MCL for nitrate promul-
15 gated and in effect at the time the water is delivered to the
16 City, and

17 b. Maximizes the use of unblended treated groundwater sup-
18 plied by Lockheed to meet the City's Average Minimum Day Water
19 Demand at all times when the nitrate level in the treated
20 groundwater is below sixty-seven percent (67%) of the promulgated
21 MCL for nitrate in effect at the time the water is delivered to
22 the City.

23 2. Notwithstanding the requirements of Subpart H.1 of this
24 Section, the City shall not be charged a stipulated penalty for
25 failure to meet a nitrate level specified in that Subpart unless
26
27

1 the nitrate concentrations of the blended water exceed the
2 promulgated MCL for nitrate in effect at the time of the blend-
3 ing.

4 3. The acceptance of water by the City shall consist of en-
5 suring the physical movement of treated water which is delivered
6 to the Point of Delivery to the first measurable point beyond the
7 Point of Delivery.

8 4. Lockheed shall extract, treat and deliver groundwater to
9 the City at the Point of Delivery that satisfies the treatment
10 standards established by Subpart G of this Section in an amount
11 which satisfies the requirements of Subpart E of this Section, as
12 limited by the amount of water the City is required to accept
13 pursuant to Subpart H.1 of this Section. Lockheed shall extract,
14 treat and reinject or discharge, in compliance with Subparts F
15 and G of this Section, additional groundwater such that the total
16 amount of water extracted, treated and then delivered to the
17 City, reinjected or discharged equals or exceeds the level of
18 groundwater extraction and treatment Lockheed is required, pur-
19 suant to Subpart E, to accomplish during the applicable phase.

20 I.1. If Lockheed is not delivering treated groundwater to
21 the Point of Delivery which meets the promulgated drinking water
22 standards, including primary and secondary drinking water stan-
23 dards, in effect at the time the water is delivered (other than
24 the MCL for nitrate), the City shall not be obligated to meet the
25 operation requirements of Subpart A.4 and A.5 of this Section.

26 2. Lockheed shall not be obligated to meet the requirements
27 of Subpart H.4 of this Section if:

1 a. The City is not accepting treated groundwater at the
2 Point of Delivery which it is required to take from Lockheed by
3 Subpart H.1 of this Section; or

4 b. A new drinking water standard is promulgated after
5 January 31, 1991, EPA has identified such standard as applicable
6 or relevant and appropriate for the treated groundwater and
7 necessary to protect public health or the environment and such
8 standard cannot be met without modifying the facilities to be
9 constructed pursuant to Subpart A of this Section or changing
10 their operation;

11 J. Commencing on the System Operation Date for phase one of
12 the Work, Lockheed shall, at a minimum, sample and analyze the
13 treated groundwater from the groundwater Treatment Plant no less
14 often than weekly using EPA Method 502.2 or an alternative method
15 approved by EPA in writing. Lockheed shall also perform all sam-
16 pling and analysis it is required to perform pursuant to the
17 Statement of Work. For purposes of this Consent Decree, a given
18 sample of treated groundwater shall be considered representative
19 of treated groundwater from the groundwater Treatment Plant from
20 the time the given sample was taken until the time at which the
21 next sample is taken; provided, however, that a given sample of
22 treated groundwater shall only be considered representative for
23 times during which the groundwater Treatment Plant is operating.

24 K. The Work shall be performed in accordance with the
25 Decree, including the terms, standards and specifications set
26 forth in this Section, in the Statement of Work and in any
27 deliverables approved by EPA pursuant to such documents.

1 L. None of the Settling Parties has agreed, pursuant to
2 this Decree, to decommission or dismantle the blending facility
3 or groundwater Treatment Plant to be constructed as part of the
4 Work, and this Decree shall not be construed as an agreement by
5 any Settling Party to perform such actions.

6 M.1. The onsite Remedial Action Work, as designed, shall
7 meet the substantive standards of all "applicable requirements"
8 and "relevant and appropriate requirements," as those terms are
9 defined in CERCLA Section 121(d), 42 U.S.C. § 9621 (d) and 40
10 C.F.R. § 300.6, that are identified in the ROD as modified by the
11 ESD and Subpart F of this Section.

12 2. If any new requirement(s) are promulgated or any
13 requirement(s) promulgated on or before January 31, 1991 are
14 changed at any time after this Consent Decree is signed, EPA
15 shall determine (pursuant to 40 C.F.R. § 300.430(f)(1)(ii)(b)(1))
16 whether or not the requirements(s) are (a) applicable or relevant
17 and appropriate, and (b) necessary to ensure that the remedy is
18 protective of human health and the environment. For any
19 requirement(s) that EPA determines meet both criteria, EPA will
20 seek to negotiate with Settling Defendants to amend the Consent
21 Decree (including the Statement of Work) to ensure that the Work
22 will comply with the new or changed requirement(s). However, in
23 signing this Consent Decree, Settling Defendants have not agreed
24 to meet any such new or changed requirement(s). EPA reserves the
25 right to stop performance of the Work if Settling Defendants do
26 not agree to meet such new or changed requirement(s). If EPA
27 stops the Work pursuant to this Section, Lockheed and the City

1 shall not be deemed to have violated the Consent Decree for
2 failure to perform the Work. Lockheed and the City shall also
3 not be entitled to a Covenant Not To Sue for any Work performed
4 prior to the date that EPA stopped performance of the Work pur-
5 suant to this Section. Nothing in this Section shall preclude
6 the United States from instituting proceedings in this action or
7 a new action or issuing an order pursuant to Subpart D of Section
8 XVIII (Covenant Not To Sue), seeking to compel the Settling
9 Defendants to meet the new or changed requirement(s).

10 N. The City may, at its sole option, monitor the treated
11 groundwater received at the Point of Delivery. In performing any
12 such monitoring, the City shall comply with the requirements of
13 Section VIII (Quality Assurance).

14 O. If EPA decides to operate and maintain the extraction,
15 treatment and reinjection facilities constructed pursuant to Sub-
16 part A of this Section after the Work required by this Decree is
17 completed, or to have a person(s) other than Lockheed or EPA do
18 so, Lockheed shall cooperate with EPA and/or the other person(s)
19 with respect to the continuing operation of such facilities.
20 Such cooperation shall include, but not be limited to: (1)
21 training personnel in plant operation and maintenance; (2)
22 providing necessary technical information; (3) reviewing and com-
23 menting on operating plans and procedures; (4) providing access
24 to the plant and any related facilities (including reinjection
25 facilities); and (5) maintaining and providing copies of the
26 groundwater Treatment Plant design specifications, daily log,
27 repair log, operation manuals, and any other records or documents

1 prepared by Lockheed related to the facilities. Lockheed's
2 obligations pursuant to this Subpart shall not include an obliga-
3 tion to pay any
4 Future Response Costs incurred by the United States during the
5 period of cooperation.

6 P. All Remedial Design Work to be performed by Settling
7 Work Defendants pursuant to this Consent Decree shall be under
8 the direction and supervision of (a) qualified professional
9 architect(s)/engineer(s). Settling Work Defendants may use one
10 qualified professional architect/engineer, or each may select its
11 own architect/engineer, to direct and supervise that portion of
12 the Remedial Design Work to be performed by it. At least ten
13 (10) days prior to the initiation of the Remedial Design Work,
14 Settling Work Defendants shall notify EPA in writing of the name,
15 title, and qualifications of the architect(s)/engineer(s)
16 proposed to supervise and direct the Remedial Design Work to be
17 performed by it pursuant to this Consent Decree. Selection of
18 any such architect(s)/engineer(s) shall be subject to disapproval
19 by EPA. If at any time after making their selection(s), (a) Set-
20 tling Work Defendant(s)s propose(s) to change (a) professional
21 architect(s)/engineer(s) directing and supervising Remedial
22 Design Work, the Settling Work Defendant(s) shall give written
23 notice to EPA. Any such change shall be subject to disapproval
24 by EPA. If EPA disapproves of an architect/engineer proposed by
25 (a) Settling Work Defendant(s) pursuant to this Subpart, EPA
26 shall state in writing the reasons for such disapproval.

1 Q. All Remedial Action Work to be performed by Settling
2 Work Defendants pursuant to this Consent Decree shall be under
3 the direction and supervision of (a) qualified professional
4 engineer(s). Settling Work Defendants may use one qualified
5 professional engineer, or each may select its own engineer, to
6 direct and supervise that portion of the Remedial Action Work to
7 be performed by it pursuant to this Consent Decree. At least
8 thirty (30) days prior to the initiation of Remedial Action Work
9 at the Site, (a) Settling Work Defendant(s) shall notify EPA in
10 writing of the name, title, and qualifications of the proposed
11 engineer(s), and the names of the principal contractors and/or
12 subcontractors (including laboratories) proposed to be used in
13 carrying out the Remedial Action Work to be performed pursuant to
14 this Consent Decree. Selection of any such engineer, contractor,
15 or subcontractor shall be subject to disapproval by EPA. If at
16 any time thereafter (a) Settling Work Defendant(s) propose(s) to
17 change professional engineers directing and supervising Remedial
18 Action Work, the Settling Work Defendant(s) shall give written
19 notice to EPA. Any such change shall be subject to disapproval
20 by EPA. If EPA disapproves of an engineer proposed by (a) Set-
21 tling Work Defendant(s) pursuant to this Subpart, EPA shall state
22 in writing the reasons for such disapproval.

23 R. The Statement of Work shall not be amended without the
24 mutual written agreement of the Settling Work Defendant(s) af-
25 fected by the modification and EPA, as provided for in Section
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1 XXIV (Modification). This limitation on amending the Statement
2 of Work shall not act to limit EPA's rights pursuant to Subpart B
3 of Section XVII (Reservation and Waiver of Rights).

4 S. Documents to be submitted:

5 1. Deliverables: Each Settling Work Defendant shall
6 prepare and submit those deliverables which that Settling Work
7 Defendant is required to submit by the Statement of Work, as that
8 document may be from time to time amended in accordance with Sec-
9 tion XXIV (Modification).

10 2. Monthly Progress Reports: Each Settling Work
11 Defendant shall provide written progress reports to EPA on a
12 monthly basis. These progress reports shall describe the actions
13 taken by that Settling Work Defendant to comply with this Consent
14 Decree, including a general description of activities commenced
15 or completed during the reporting period, Remedial Action Work
16 activities projected to be commenced or completed during the next
17 reporting period, any significant problems that have been encoun-
18 tered or are anticipated by that Settling Work Defendant in per-
19 forming the Work activities and that Settling Work Defendant's
20 recommended solutions, and the results of any sampling, tests, or
21 other data required by the Decree (including the Statement of
22 Work). Analytical sampling results shall be reported within the
23 time periods specified in Section XI (Submission of Documents,
24 Sampling and Analytic Data). Each Settling Work Defendant shall
25 include any data required by the Decree (including the Statement
26 of Work) other than analytical sampling results in the Monthly
27 Progress Report for the month immediately following the month in

1 which that Settling Work Defendant or its representatives genera-
2 ted or acquired such data. These progress reports shall also in-
3 clude any specific information which the Statement of Work re-
4 quires be included in them. These progress reports shall be sub-
5 mitted to EPA by the 10th day of each month for Work done the
6 preceding month and planned for the current month.

7 3. Quarterly Quality Assurance Reports: The Settling
8 Work Defendants shall each include a quality assurance report to
9 EPA as part of its monthly reports for the months of January,
10 April, July and October of each year. Such reports shall contain
11 information that demonstrates that Settling Work Defendant's com-
12 pliance with Section VIII (Quality Assurance), including but not
13 limited to any specific information which the Statement of Work
14 required be included in them.

15 T. Settling Work Defendants shall submit a draft and a
16 final of each of the deliverables they are required to submit
17 (except the monthly progress reports and the quarterly quality
18 assurance reports). Any failure by Settling Work Defendants to
19 submit a draft or final deliverable in compliance with the
20 schedule set forth in the Statement of Work shall be deemed a
21 violation of this Decree.

22 U. EPA shall review any deliverable Settling Work Defen-
23 dants are required to submit for approval and shall: (1) ap-
24 prove, in whole or in part, the deliverable; (2) disapprove, in
25 whole or in part, the deliverable, notifying the submitting Set-
26 tling Work Defendant of the deficiencies; (3) direct the Settling
27 Work Defendant that submitted the deliverable to modify the